

# United States District Court **FILED**

FOR THE  
NORTHERN DISTRICT OF CALIFORNIA

NOV 10 2016

VENUE: SAN FRANCISCO

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
V.

SUSHOVAN HUSSAIN

**CR 16**

**0462**

**CRB**

DEFENDANT(S).

## INDICTMENT

18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud;  
18 U.S.C. § 1343 – Wire Fraud; and  
18 U.S.C. §§ 981(a)(1)(C) & 982(a) & 28 U.S.C. § 2461 – Criminal Forfeiture

A true bill.

*Karen Williams*

Foreman

Filed in open court this 10 day of

November 2016

*M. J. Kim*

Clerk

SALLIE KIM

United States Magistrate Judge

Bail, \$ **NO BAIL WARRANT**

*Sallie Kim*

AO 257 (Rev. 8/78)

**DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT**
 BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT  
☐ SUPERSEDING
**OFFENSE CHARGED**
 18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud;  
 18 U.S.C. § 1343 – Wire Fraud; and  
 18 U.S.C. §§ 981(a)(1)(C) & 982(a) & 28 U.S.C. § 2461 –  
 Criminal Forfeiture

☐ Petty  
☐ Minor  
☐ Misdemeanor  
☒ Felony

**PENALTY:** Maximum penalties for all counts;  
 20 years of imprisonment (18 U.S.C. §§ 1349, 1343);  
 \$250,000 fine or twice gross gain or loss (18 U.S.C. § 3571(b)(3));  
 3 years of supervised release (18 U.S.C. § 3583(b)(2)); and  
 \$100 special assessment (18 U.S.C. § 3013)

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

DEFENDANT - U.S.

SUSHOVAN HUSSAIN

DISTRICT COURT NUMBER

CR16

 NOV 10 2016  
 SUSAN Y. SONG  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA
**PROCEEDING**

Name of Complainant Agency, or Person (&amp; Title, if any)

Federal Bureau of Investigation

☐ person is awaiting trial in another Federal or State Court,  
 give name of court

☐ this person/proceeding is transferred from another district  
 per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of  
 charges previously dismissed  
 which were dismissed on motion  
 of:

☐ U.S. ATTORNEY ☐ DEFENSE
SHOW  
DOCKET NO.
☐ this prosecution relates to a  
 pending case involving this same  
 defendant
MAGISTRATE  
CASE NO.
☐ prior proceedings or appearance(s)  
 before U.S. Magistrate regarding this  
 defendant were recorded under

 Name and Office of Person  
 Furnishing Information on this form

ALEX TSE

 Attorney for the United States  
 Acting Under Authority Conferred By  
 28 U.S.C. § 515

 Name of Assistant U.S.  
 Attorney (if assigned)

Robert S. Leach

**DEFENDANT****IS NOT IN CUSTODY**
 1) ☒ Has not been arrested, pending outcome this proceeding.  
 If not detained give date any prior  
 summons was served on above charges
2) ☐ Is a Fugitive3) ☐ Is on Bail or Release from (show District)**IS IN CUSTODY**4) ☐ On this charge5) ☐ On another conviction
☐ Federal ☐ State
6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

 Has detainer ☐ Yes  
 been filed? ☐ No

 If "Yes"  
 give date  
 filed
DATE OF  
ARREST

Month/Day/Year

Or... If Arresting Agency &amp; Warrant were not

DATE TRANSFERRED  
TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted
**ADDITIONAL INFORMATION OR COMMENTS****PROCESS:**
☐ SUMMONS ☐ NO PROCESS\* ☒ WARRANT

Bail Amount: None

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

 \* Where defendant previously apprehended on complaint, no new summons or  
 warrant needed, since Magistrate has scheduled arraignment

Date/Time:

Before Judge:

Comments:

ALEX TSE (CABN 152348)  
Attorney for the United States,  
Acting Under Authority Conferred By  
28 U.S.C. § 515

**FILED**

NOV 10 2016

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**CRB**

SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

SUSHOVAN HUSSAIN,

Defendant.

**CR16**

**0462**

Case No.

VIOLATIONS: 18 U.S.C. § 1349 –  
Conspiracy to Commit Wire Fraud; 18  
U.S.C. § 1343 – Wire Fraud; 18 U.S.C.  
§§ 981(a)(1)(C) & 982(a) & 28 U.S.C.  
§ 2461 – Criminal Forfeiture

SAN FRANCISCO VENUE

INDICTMENT

The Grand Jury charges:

Introductory Allegations

At all times relevant to this Indictment, unless otherwise indicated:

A. Autonomy Corporation plc

1. Autonomy Corporation plc (“Autonomy”) was a company incorporated in England and Wales with a registered office in Cambridge, United Kingdom. Autonomy was the holding company of a group of companies engaged in software development and distribution. Autonomy maintained dual headquarters in San Francisco, California, and Cambridge.

2. Autonomy’s major subsidiaries included Autonomy, Inc. (“AU Inc.”), with offices in San Francisco and San Jose, California; Interwoven, Inc. (“Interwoven”), with offices in San Jose; and ZANTAZ, Inc. (“Zantaz”), with offices in Pleasanton, California.

INDICTMENT

3. Autonomy was a public company whose shares were listed on the London Stock Exchange under the trading symbol "AU" and were bought, held, and sold by individuals and entities throughout the United States. In 2010, \$592,358,000 of Autonomy's \$870,366,000 in reported revenues (approximately 68%) came from the United States and other countries in the Americas.

B. The Defendant

4. Defendant SUSHOVAN HUSSAIN was a resident of the United Kingdom. From approximately June 2001 until November 2011, he was Chief Financial Officer of Autonomy. He also was a director of Autonomy from approximately June 2003 until November 2011. HUSSAIN was a qualified Chartered Accountant.

5. As Autonomy's most senior finance officer, HUSSAIN was responsible for the preparation of Autonomy's financial statements.

C. Hewlett-Packard Company

6. Hewlett-Packard Company ("HP") was a Delaware corporation with principal executive offices in Palo Alto, California. HP provided computing and imaging products, technologies, software, and services to customers.

7. HP was a public company whose shares were listed on the New York Stock Exchange under the trading symbol "HPQ" and were bought, held, and sold by individuals and entities throughout the United States.

D. HP's Purchase of Autonomy

8. On or about August 18, 2011, HP and Hewlett-Packard Vision B.V. ("HP Vision"), an indirect wholly-owned subsidiary of HP, entered into an Offer Agreement with Autonomy and publicly announced an offer to acquire Autonomy for approximately \$11 billion.

9. On or about August 18, 2011, in a press release announcing the acquisition, HP emphasized that "Autonomy's recent operating and financial performance has been strong." HP also stated that "[o]ver the last five years, Autonomy has grown its revenues at a compound annual growth rate of approximately 55 percent and adjusted operating profit at a rate of approximately 83 percent." Among the acquisition's "[s]trategic and financial benefits," HP said Autonomy would enhance HP's financial profile because "Autonomy's strong growth and profit margin profile complement[ed] HP's

1 efforts to improve its business mix by focusing on enterprise software and solutions. Autonomy [had]  
 2 ... a consistent track record of double-digit revenue growth, with 87 percent gross margins and 43  
 3 percent operating margins in calendar year 2010.”

4 10. Under the terms of the offer, HP, through HP Vision, offered to buy all the outstanding  
 5 shares of Autonomy for £25.50 (\$42.11) per share in cash.

6 11. On or about October 3, 2011, when all conditions relating to the offer had been satisfied,  
 7 HP’s acquisition of Autonomy closed and HP acquired control of Autonomy. At or about that time,  
 8 HUSSAIN became an employee of HP.

9 12. On or about October 3, 2011, HUSSAIN owned or controlled approximately 399,274  
 10 shares of Autonomy. After the acquisition closed, and his shares were acquired by HP, HUSSAIN made  
 11 at least \$7.7 million.

12 E. Autonomy’s Financial Statements

13 13. From in or about 2004 to in or about July 2011, Autonomy issued quarterly and annual  
 14 financial statements to the investing public in the United Kingdom, the United States, and other places.  
 15 In its statements to the public, Autonomy said that the financial statements were prepared in accordance  
 16 with regulations for public companies in the United Kingdom. Autonomy also stated that its annual  
 17 financial statements were audited, and its quarterly financial statements were reviewed, by an  
 18 independent auditor in the United Kingdom.

19 14. In its quarterly and annual reports, Autonomy stated that its financial statements had been  
 20 prepared in accordance with International Financial Reporting Standards (“IFRS”) and, in particular, the  
 21 accounting requirements for revenue recognition defined by International Accounting Standard 18 –  
 22 Revenue (“IAS 18”). In its quarterly and annual financial statements, Autonomy made statements about  
 23 the “revenue” it recognized in the quarter and its “gross margin,” an alleged measure of its profitability.

24 15. For example, Autonomy, in its quarterly financial statements, claimed to have revenue (in  
 25 millions of U.S. dollars) and a gross margin in the approximate amounts specified below:

<u>Quarter</u>	<u>Revenue</u>	<u>Gross Margin</u>
Q3 2009	\$191.6	85.6%
Q4 2009	\$223.1	89.4%

Q1 2010	\$194.2	88.9%
Q2 2010	\$221.1	86.3%
Q3 2010	\$210.6	87.6%
Q4 2010	\$244.5	86.3%
Q1 2011	\$219.8	88.3%
Q2 2011	\$256.3	87.1%

16. In its annual reports and elsewhere, Autonomy held itself out as a “pure software” company. For example, in its 2009 annual report, Autonomy claimed it “operates in the realm of pure software.” It stated: “Autonomy is one of the very rare examples of a pure software model.”

F. HP Relied on Autonomy’s Financial Statements

17. Between January and August 2011, the defendant and others acting on behalf of Autonomy gave and otherwise provided Autonomy’s financial statements and documents reflecting Autonomy’s results for the year ended 2009, the year ended 2010, the first half of 2011, and other periods to persons at, or acting on behalf of, HP in the course of HP’s consideration of whether to buy Autonomy and, if so, for what price.

18. Among other information, HP relied on the accuracy and truthfulness of the statements and disclosures made in Autonomy’s historically reported financial statements including, but not limited to, Autonomy’s claims about its financial performance and revenues and its claim to be a “pure software” company with high gross margins.

The Scheme to Defraud

19. Beginning no later than in or about October 2009, defendant HUSSAIN, together with others, engaged in a fraudulent scheme to deceive purchasers and sellers of Autonomy securities and HP about the true performance of Autonomy’s business, its financial condition, and its prospects for growth.

20. The objectives of the scheme to defraud were, among other things, (a) to ensure that Autonomy reported that it had met or exceeded projected quarterly results for, among other things, revenue, gross margin, net income, and earnings per share, (b) to maintain and increase defendant’s position within the company, and to enrich themselves and others through bonuses, salaries, and options,

1 and (c) to artificially increase and maintain the share price of Autonomy securities to, among other  
2 things, make Autonomy attractive to potential purchasers and HP.

3 21. In furtherance of the scheme to defraud, HUSSAIN, and others, used a variety of means  
4 and methods, including:

5 a. Artificially inflating revenues by, among other things, (i) backdating written  
6 agreements to record revenue in prior periods; (ii) recording revenue on contracts that were subject to  
7 side letters or other agreements with contingencies or other terms impacting revenue recognition;  
8 (iii) improperly recording revenue for reciprocal or roundtrip transactions whereby Autonomy granted a  
9 software license to a counterparty which purchased product or services from Autonomy at a greater  
10 price; (iv) improperly recording revenue where all of the criteria in IFRS, IAS 18, and Autonomy's  
11 revenue recognition policy had not been satisfied; and (v) structuring or restructuring contracts to  
12 accelerate revenue recognition while reducing future recurring revenue;

13 b. Making false and misleading statements to Autonomy's independent auditor  
14 about the facts and circumstances of transactions allegedly supporting the recognition of revenue,  
15 expenses, costs, and other items in Autonomy's financial statements, including, but not limited to,  
16 (i) backdating contracts, invoices, agreements, and other documents in order to make it appear that they  
17 had been reached with a counterparty in a prior period; (ii) falsely representing, among other things, that  
18 Autonomy's auditors had been provided all relevant information and that there were no undisclosed side  
19 letters; and (iii) making false and misleading statements about whether the criteria in IFRS, IAS 18, and  
20 Autonomy's revenue recognition policy had been satisfied;

21 c. Making false and misleading statements to market analysts covering Autonomy  
22 about its financial statements, the true performance of its business, its financial condition, and its  
23 prospects for growth;

24 d. Making false and misleading statements to Autonomy's regulators in response to  
25 inquiries about its financial statements;



1 e. Making false and misleading statements that Autonomy was a “pure software”  
 2 company while concealing the fact that Autonomy was engaged in hidden, loss-making, resales of  
 3 hardware, separate from its disclosed practice of selling “appliances”;

4 f. Making and causing fraudulent entries to Autonomy’s books and records;

5 g. Issuing materially false and misleading quarterly and annual reports; and

6 h. Intimidating, pressuring, and paying off persons who raised complaints about or  
 7 openly criticized Autonomy’s financial practices and performance.

8 22. As part of the scheme to defraud, HUSSAIN, and others, caused Autonomy to make  
 9 materially false and misleading statements directly to HP regarding Autonomy’s financial condition,  
 10 performance, and business, including:

11 a. Making false and misleading statements regarding the nature of Autonomy’s  
 12 products and concealing Autonomy’s non-appliance hardware sales;

13 b. Making false and misleading statements regarding Autonomy’s top customers;

14 c. Making false and misleading statements regarding Autonomy’s top contracts; and

15 d. Making other false and misleading statements during HP’s “due diligence” about  
 16 Autonomy prior to announcing the acquisition.

17 COUNT ONE: (18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud)

18 23. The factual allegations in Paragraphs 1 through 22 are re-alleged and incorporated by  
 19 reference.

20 24. Beginning at a time unknown to the Grand Jury, but not later than in or about October  
 21 2009, and continuing until in or about October 2011, in the Northern District of California and  
 22 elsewhere, the defendant,

23 SUSHOVAN HUSSAIN,  
 24 and others, did knowingly conspire to devise and intend to devise a scheme and artifice to defraud as to  
 25 a material matter and to obtain money and property by means of materially false and fraudulent  
 26 pretenses, representations, and promises, and by concealment of material facts, and, for the purpose of  
 27 executing such scheme and artifice and attempting to do so, did transmit, and cause to be transmitted, by  
 28



1 means of wire communication in interstate and foreign commerce, certain writings, signs, signals,  
2 pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

3 Means and Methods of the Wire Fraud Conspiracy

4 25. In furtherance of the conspiracy and to effect the objectives thereof, on or about the dates  
5 listed below, in the Northern District of California and elsewhere, HUSSAIN, and others, used the  
6 following means and methods, among others:

7 a. On or about October 20, 2009, Autonomy issued a press release about, among  
8 other things, its financial performance in the third quarter of 2009.

9 b. On or about December 31, 2009, Autonomy entered into a First Amendment to  
10 License and Distribution Agreement with a counterparty in the United States whereby the counterparty  
11 licensed "EDD" or electronic data discovery software for approximately \$4 million plus maintenance  
12 and support.

13 c. On or about January 1, 2010, HUSSAIN called an officer of a counterparty in the  
14 United States that Autonomy was about to acquire and asked if the counterparty would agree to a  
15 transaction to license software from Autonomy, which ultimately was recorded as revenue in the fourth  
16 quarter of 2009.

17 d. On or about January 4, 2010, HUSSAIN caused a side letter to be signed  
18 respecting a transaction ultimately recorded as revenue in the fourth quarter of 2009.

19 e. On or about February 3, 2010, Autonomy issued a press release about, among  
20 other things, its financial performance in the fourth quarter (year-end) of 2009.

21 f. On or about February 22, 2010, Autonomy issued its Annual Report and Accounts  
22 for the year ended 31 December 2009.

23 g. On or about March 10, 2010, Autonomy paid a counterparty \$1,425,000, by  
24 means of a check written on an account maintained at a financial institution in San Francisco, for "EDD  
25 Processing" that was not performed.

26 h. On or about April 1, 2010, an Autonomy officer in the United States called the  
27 principal of a counterparty in the United States and asked if the counterparty would agree to a  
28

1 transaction to license software from Autonomy, which ultimately was recorded as revenue in the first  
2 quarter of 2010.

3 i. On or about April 21, 2010, Autonomy issued a press release about, among other  
4 things, its financial performance in the first quarter of 2010.

5 j. On or about April 21, 2010, an Autonomy officer told the market and others  
6 following Autonomy securities “[w]e have very little interest in just selling hardware . . . what we are  
7 not doing here is acting as a generic company that resells hardware like Morse or something like that.  
8 Obviously, those people do that business and we have no interest in it.”

9 k. On or about July 22, 2010, Autonomy issued a press release about, among other  
10 things, its financial performance in the second quarter of 2010.

11 l. On or about July 28, 2010, HUSSAIN caused Autonomy to fire a finance officer  
12 in the United States who questioned whether Autonomy’s financial statements were accurately stated.

13 m. On or about October 19, 2010, Autonomy issued a press release about, among  
14 other things, its financial performance in the third quarter of 2010.

15 n. On or about December 29, 2010, HUSSAIN directed Autonomy employees to  
16 prepare a side letter for a transaction that would not otherwise close in the fourth quarter of 2010.

17 o. On or about January 18, 2011, HUSSAIN caused an Autonomy employee in San  
18 Francisco to backdate a draft, unexecuted license agreement with a counterparty.

19 p. On or about January 26, 2011, HUSSAIN caused an Autonomy officer to e-mail a  
20 backdated license agreement to Autonomy’s independent auditors.

21 q. On or about February 1, 2011, Autonomy issued a press release about, among  
22 other things, its financial performance in the fourth quarter (year-end) of 2010.

23 r. On or about February 22, 2011, while in the United States, HUSSAIN directed an  
24 Autonomy officer to sign, on Hussain’s behalf, a management representation letter to Autonomy’s  
25 independent auditors stating that there were no side letters excluded from Autonomy’s signed sales  
26 contracts.

27 s. On or about February 22, 2011, Autonomy issued its Annual Report and Accounts  
28 for the year ended 31 December 2010.

KLU 11/10/16

1 t. On or about March 4, 2011, ~~HUSSAIN~~, while in Palo Alto, HUSSAIN  
 2 participated in a video conference among participants in Palo Alto and the United Kingdom to present  
 3 financial and other information about Autonomy to HP.

4 u. On or about April 4, 2011, HUSSAIN caused a counterparty in the United States  
 5 to prepare and backdate an agreement to license Autonomy software, which ultimately was recorded as  
 6 revenue in the first quarter of 2011.

7 v. On or about April 14, 2011, HUSSAIN met in San Francisco with the  
 8 counterparty and an Autonomy officer and discussed a backdated licensing agreement.

9 w. On or about April 21, 2011, Autonomy issued a press release about, among other  
 10 things, its financial performance in the first quarter of 2011.

11 x. On or about July 27, 2011, Autonomy issued a press release about, among other  
 12 things, its financial performance in the second quarter of 2011.

13 y. On or about August 4, 2011, HUSSAIN caused Autonomy to provide to HP and  
 14 its advisors false and misleading listings of Autonomy's top contracts and customers.

15 z. On or about August 18, 2011, while in San Francisco, and to induce the offer by  
 16 HP and HP Vision, HUSSAIN executed a letter irrevocably undertaking to accept the offer, agreeing to  
 17 recommend the offer to others, and warranting that all information provided by him for inclusion in any  
 18 document issued in connection with the offer was true and accurate in all respects and not misleading in  
 19 any respect.

20 aa. On or about October 17, 2011, HP Vision wired £439,030,699.34 from Citibank  
 21 account xx291, in the name of Hewlett-Packard Vision B.V., to Royal Bank of Scotland account xx035,  
 22 in the name of Capita Registrars Limited Crest Clearing Account.

23 bb. On or about October 17, 2011, HP Vision wired £127,335,580.50 from Citibank  
 24 account xx291, in the name of Hewlett-Packard Vision B.V., to Royal Bank of Scotland account xx615,  
 25 in the name of Capita Registrars Ltd Re: Hewlett-Packard Vision B.V./Autonomy Corporation Plc –  
 26 Takeover Cash Consideration A/C.

cc. On or about October 31, 2011, HP Vision wired £130,874,158.22 from Citibank account xx291, in the name of Hewlett-Packard Vision B.V., to Royal Bank of Scotland account xx035, in the name of Capita Registrars Limited Crest Clearing Account.

All in violation of Title 18, United States Code, Section 1349.

**COUNTS TWO THROUGH FIFTEEN:** (18 U.S.C. § 1343 – Wire Fraud)

26. The factual allegations in Paragraphs 1 through 25 are re-alleged and incorporated by reference.

27. On or about the dates set forth below, in the Northern District of California and elsewhere, the defendant,

SUSHOVAN HUSSAIN,

did knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud as to a material matter and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, and, for the purpose of executing such scheme and artifice and attempting to do so, did transmit, and cause to be transmitted, by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, namely:

COUNT	DATE	DESCRIPTION
TWO	1/26/2011	E-mail from J.S. in the Northern District of California to S.C. dated 1/26/2011 regarding “FW: autn boa”
THREE	2/1/2011	Press release titled “Autonomy Corporation plc Announces Results for the Year Ended December 31, 2010,” distributed from Cambridge, England, to the Northern District of California
FOUR	2/3/2011	Video conference involving participants in Palo Alto, California, and the United Kingdom
FIVE	3/4/2011	Video conference involving participants in Palo Alto, California, and the United Kingdom
SIX	4/4/2011	E-mail from M.H. to S.E. in the Northern District of California dated 4/4/2011 regarding “Prisa VAR”
SEVEN	4/21/2011	Press release titled “Autonomy Corporation plc Trading Update for the Quarter Ended March 31, 2011,” distributed from the United Kingdom to the Northern District of California
EIGHT	7/27/2011	Press release titled “Autonomy Corporation plc Announces Interim Results for the Six Months Ended June 30, 2011,” distributed from United Kingdom to the Northern District of California

NINE	8/1/2011	Conference call to United States toll free number (866) 409-2889 by multiple numbers in the Northern District of California and United Kingdom
TEN	8/2/2011	Conference call to United States toll free number (866) 409-2889 by multiple numbers in the Northern District of California and United Kingdom
ELEVEN	8/3/2011	Conference call to United States toll free number (866) 409-2889 by multiple numbers in the Northern District of California and United Kingdom
TWELVE	8/4/2011	Conference call to United States toll free number (866) 409-2889 by multiple numbers in the Northern District of California and United Kingdom
THIRTEEN	8/4/2011	E-mail from A.H. in the United Kingdom to F.M. and others in the Northern District of California regarding "Project Daniel 1Room" attaching "Data Room Updates 509381013.4DOC"
FOURTEEN	8/5/2011	E-mail from A.K. to M.S. and others in the Northern District of California regarding "RE: Tesla: Updated Legal DD Questions"
FIFTEEN	10/4/2011	E-mailed letter from Capita Registrars in the United Kingdom to M.S. and A.J. in the Northern District of California, requesting payments of £5,445,493,678.35 and £24,065,825.50

Each in violation of Title 18, United States Code, Sections 1343.

FORFEITURE ALLEGATION: (18 U.S.C. §§ 981(a)(1)(C) & 982(a) & 28 U.S.C. § 2461 – Criminal Forfeiture)

28. The factual allegations in Paragraphs 1 through 27 are re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a), and Title 28, United States Code, Section 2461.

29. Upon conviction of any of the offenses alleged in Counts One through Fifteen, the defendant,

SUSHOVAN HUSSAIN,

shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a), and Title 28, United States Code, Section 2461, any property, real and personal, which constitutes or is derived from proceeds traceable to said violations, including but not limited to a sum of not less than \$7.7 million, representing the amount of proceeds obtained as a result of the offenses alleged in Counts One through Fifteen.

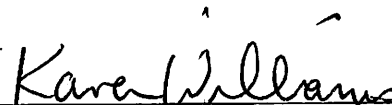
30. If, as a result of any act or omission of the defendant, any of said property
- a. cannot be located upon the exercise of due diligence;
  - b. has been transferred or sold to or deposited with a third person;
  - c. has been placed beyond the jurisdiction of the Court;
  - d. has been substantially diminished in value; or
  - e. has been commingled with other property which cannot be divided without difficulty;

any and all interest defendant has in any other property shall be forfeited to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a), and Title 28, United States Code, Section 2461.

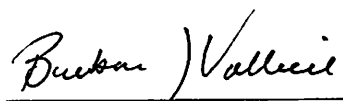
All in violation of Title 18, United States Code, Sections 981(a)(1)(C) and 982(a), and Title 28, United States Code, Section 2461.

DATED: November 10, 2016

A TRUE BILL

  
FOREPERSON

ALEX TSE  
Attorney for the United States,  
Acting Under Authority Conferred By  
28 U.S.C. § 515

  
BARBARA J. VALLIERE  
Chief, Criminal Division

(Approved as to form: )  
AUSA ROBERT S. LEACH

(Approved as to form: )  
AUSA ADAM A. REEVES